



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 01, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 December 1, 2015


PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

**AUTHORIZATION FOR THE COUNTY OF LOS ANGELES AND THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING AND ANY SUBSEQUENT AMENDMENTS
FOR PREPARATION OF A LOAD REDUCTION STRATEGY FOR THE
RIO HONDO RIVER AND TRIBUTARIES
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles and the Los Angeles County Flood Control District, a cost-sharing Memorandum of Understanding, including subsequent amendments, for preparation of a Load Reduction Strategy with the Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles, a cost-sharing Memorandum of Understanding substantially similar to the one enclosed, including subsequent amendments. The Memorandum of Understanding is for the administration and cost-sharing related to preparation of a Load Reduction Strategy for the Rio Hondo River and Tributaries. The Memorandum of Understanding will be between the County of Los Angeles, the Los Angeles County Flood Control District, and the Cities of Alhambra, Montebello, Monterey Park,

Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City. The total not-to-exceed cost for administering the Load Reduction Strategy will be \$523,270, which will be shared among the parties. The County's total share of the cost, including any amendments, will not exceed \$87,020.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Authorize the Chief Engineer or her designee to execute, on behalf of the Los Angeles County Flood Control District, a cost-sharing Memorandum of Understanding substantially similar to the one enclosed, including subsequent amendments. The Memorandum of Understanding is for the administration and cost-sharing related to preparation of a Load Reduction Strategy for the Rio Hondo River and Tributaries. The Memorandum of Understanding will be between the County of Los Angeles, the Los Angeles County Flood Control District, and the Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City. The Los Angeles County Flood Control District's total share of the cost, including any amendments, will not exceed \$50,490.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed Memorandum of Understanding (MOU) is exempt from the California Environmental Quality Act (CEQA) and authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles and the Los Angeles County Flood Control District (LACFCD), a cost-sharing MOU substantially similar to the enclosed MOU and amendments to the MOU for the collaborative funding and development of the Load Reduction Strategy (LRS) to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Permit. The County and LACFCD's total cost-share for the MOU, including any amendments, will not exceed \$87,020 and \$50,490, respectively. The MOU will establish the conditions under which the County, LACFCD, and other parties in the MOU will collaborate in the development of the LRS. Potential amendments to the MOU may include, but are not limited to: changes to the cost-sharing amounts among the participating parties, additional unforeseen requirements of the Total Maximum Daily Load, or the removal or addition of participating parties.

Under the MOU, the County will act as the contract administrator. The County will retain a consultant to develop the LRS, which is required to be submitted, on behalf of all the participating parties, to the Los Angeles Regional Water Quality Control Board by March 23, 2016.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1). The recommended actions support the development of a cooperative partnership with local agencies to carry out a joint LRS in an effective and efficient manner.

FISCAL IMPACT/FINANCING

As shown on Exhibit A of the MOU, the not-to-exceed cost of the LRS will be \$523,270, which

includes consultant fees and a five percent contract administration fee. Under the MOU, the County will act as the Contract Administrator, paying the consultant for preparing the LRS and billing the parties in the MOU for their share. The LACFCD will contribute ten percent of the cost. The Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City will reimburse the County for their proportionate shares of the cost based on the land area over which each City has jurisdiction or responsibility at the time the agreement is negotiated. The maximum total reimbursement amount is estimated at \$385,760, which includes the five percent contract administration fee.

The County's cost to administer the consultant contract is \$523,270 and includes the County's portion, which will not exceed \$87,020. The maximum total estimated reimbursement from the Cities (\$386,000) will be included in the Public Works General Fund Fiscal Year 2015-16 Budget under the Unincorporated Area Stormwater Budget through a mid-year budget adjustment.

The LACFCD's ten percent contribution will not exceed \$50,490, and this funding is included in the Flood Fund Fiscal Year 2015-16 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles River Dry-Weather Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) was adopted by the Los Angeles Regional Water Quality Control Board in July 2010 and became effective on March 23, 2012. The LAR Bacteria TMDL requires responsible parties to protect recreational uses in the Los Angeles River watershed by meeting numeric water quality targets and waste load allocations for the indicator bacterium *E. coli*. The responsible parties are encouraged by the Los Angeles Regional Water Quality Control Board to collaborate with each other and submit a collaborative LRS planning document to meet their TMDL requirements. An LRS is an implementation strategy approach allowed by the TMDL for parties to achieve compliance in a collaborative and efficient manner. It includes extensive monitoring and analysis to determine a suite of actions that responsible parties must implement to achieve specified waste load allocations. Responsible parties that choose to prepare and implement an LRS are granted an additional 7 years to meet the TMDLs final compliance deadlines. The LAR Bacteria TMDL and its requirements have been incorporated into the current 2012 MS4 Permit and those parties who choose to prepare an LRS for the Rio Hondo River are required to submit their LRS document to the Los Angeles Regional Water Quality Control Board by March 23, 2016.

The County will serve as the Contract Administrator and will be responsible for managing the consultant in developing the LRS for the parties in the MOU. The County will invoice the parties in the MOU and receive payment for administrative fees and consultant services. The total cost to the County and LACFCD to enter into the MOU and any subsequent amendments will not exceed \$87,020 and \$50,490, respectively.

Participating in the development of the LRS is part of the County and LACFCD's ongoing program to comply with the requirements of the MS4 Permit.

The enclosed MOU has been reviewed and approved as to form by County Counsel. Upon the Board's approval, the agreement will be executed by the Director of Public Works and Chief Engineer or her designee on behalf of the County and LACFCD, respectively, with the other permittees.

ENVIRONMENTAL DOCUMENTATION

The proposed cost-sharing MOU is statutorily exempt from CEQA. The MOU sets forth how the parties to the MOU will fund the development of the LRS. The LRS document will be developed by a consultant paid pursuant to the cost-sharing MOU. The MOU involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded, and are, therefore, exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities. The County and LACFCD will return to the Board, as necessary, with the appropriate environmental documentation for approval of any projects recommended as a result of the LRS process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services or projects.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER

Director

GF:ARG:sw

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel (Erik Conard)
Executive Office

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF ALHAMBRA, MONTEBELLO, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH EL MONTE, SOUTH PASADENA, AND TEMPLE CITY

REGARDING THE ADMINISTRATION AND COST-SHARING AMONG THE PARTIES RELATED TO THE LOAD REDUCTION STRATEGY FOR THE RIO HONDO RIVER AND TRIBUTARIES

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and among the County of Los Angeles (COUNTY), a political subdivision of the State of California, the Los Angeles County Flood Control District (LACFCD), a body corporate and politic, and the Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, And Temple City, municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County to comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) Resolution No. R10-007; and

WHEREAS, the LAR Bacterial TMDL was adopted by the Regional Board on July 9, 2010, and became effective March 23, 2012; and

WHEREAS, the LAR Bacteria TMDL requires the responsible PARTIES to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations (WLAs) for the indicator bacterium *E. coli*; and

WHEREAS, the PARTIES have agreed to collaborate on the development of a Load Reduction Strategy (LRS) for the PARTIES to comply with the LAR Bacteria TMDL; and

WHEREAS, the PARTIES have determined that hiring a consultant to develop the LRS will be beneficial to the PARTIES, and the COUNTY, on behalf of the PARTIES, agreed to retain and manage the consultant to assist in the development of the LRS; and

WHEREAS, the COUNTY, on behalf of the PARTIES, has retained a consultant, CDM Smith Inc. (Consultant); and

WHEREAS, the Consultant submitted a proposal to conduct non-stormwater monitoring/screening and development of Bacteria Load Reduction Strategies for Rio Hondo River and tributaries dated June 1, 2015; and

WHEREAS, the PARTIES have approved the Consultant's proposal, which includes Tasks 1 through 5; and

WHEREAS, the PARTIES have agreed to pay the COUNTY the total amount shown in Table 4 of Exhibit A for all Tasks, which includes a 5 percent administration fee; and

WHEREAS, the PARTIES have agreed to have the COUNTY pay the Consultant to initiate Tasks 1 through 4 shown in Table 1 of Exhibit A of this MOU; and

WHEREAS, the PARTIES will determine whether to initiate Task 5 shown in Table 1 of Exhibit A of this MOU after the completion of Tasks 1 through 4 and have the COUNTY pay the Consultant the associated costs for Task 5; and

WHEREAS, the COUNTY will reimburse the PARTIES who are not participating in Task 5 their cost share shown in Table 3 of Exhibit A and will amend Table 3 to show an updated cost share among the participating PARTIES; and

WHEREAS, the COUNTY will reimburse all PARTIES their cost share shown in Table 3 of Exhibit A if Task 5 is not initiated; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the development of the LRS and to coordinate the payment between the COUNTY and the PARTIES.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the development of the LRS.

Section 5. Term. This MOU shall become effective to each PARTY on the date that PARTY signs this MOU, and shall remain in effect until (1) the COUNTY has provided written notice of completion of the LRS, and (2) the COUNTY has received payment by all PARTIES of their allocated pro-rata share hereunder.

Section 6. COUNTY AGREES:

- a. Consultant Services. To manage the Consultant and to be responsible for coordinating the activities of the Consultant. The COUNTY will be compensated for the administration of the Consultant contract at a rate of 5 percent of each PARTY's contract cost as described in Exhibit A.
- b. Invoice. To invoice the PARTIES for their share in the cost for the preparation and delivery of the LRS, as described in Table 4 of Exhibit A. The one-time invoice for the cost of all five Tasks will be sent upon the effective date of this MOU, as set forth in Section 5, or in December 2015, whichever comes first.
- c. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant contract and the development of the LRS.
- d. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the cost shown in Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse COUNTY for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Exhibit A. This 10 percent contingency will not be invoiced unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.
- e. Report. To provide the PARTIES with an electronic copy of the draft and final LRS submittals and reports as submitted to the Regional Board within 5 business days of receipt from the Consultant.
- f. Accounting. To provide an accounting upon termination of this MOU. At the completion of the accounting, COUNTY shall return any unused portion of all funds deposited with COUNTY (including funds for Task 5 if not initiated by the PARTIES) in accordance with the cost allocation formula set forth in Exhibit A.
- g. Permit. To work with the Consultant to obtain all necessary permits for installation of permanent or temporary infrastructure, if needed; or modifications to monitoring sites; and access within storm drains, channels, catch basins, and similar properties (Facilities) during monitoring events and maintenance.

Section 7. THE PARTIES FURTHER AGREE:

- a. Payment. To pay the COUNTY for their proportional share of the estimated cost for the development of the LRS and contract administration not exceeding the invoice amounts as shown in Exhibit A, within sixty (60) days of receipt of the invoice from COUNTY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the LRS pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in Section 6(d).
- b. Documentation. To make a good faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultant that is deemed necessary by the PARTIES to develop the LRS.
- c. Access. Each PARTY will allow reasonable access and entry to the Consultant, on an as needed basis during the term of this MOU to the PARTY's Facilities to achieve the purposes of this MOU provided, however, that prior to entering any of the PARTY'S Facilities, the Consultant shall obtain all necessary permits and execute a Right-of-Entry Agreement and provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Task 5. To determine, after the completion of Tasks 1 through 4, whether to initiate Task 5 shown in Table 1 of Exhibit A of this MOU. If any PARTIES agree, in writing, to initiate Task 5, then the COUNTY will direct the Consultant to complete this task and COUNTY will pay the Consultant with the funds previously collected from those PARTIES. If any PARTIES do not agree to initiate Task 5, then the COUNTY will refund those PARTIES their share of the cost of Task 5, as set forth in Table 4 of Exhibit A. Table 3 will be amended to show an updated cost among the participating PARTIES for Task 5.

Section 8. Indemnification

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason

of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 9. Termination and Withdrawal

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. COUNTY will notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this MOU must be executed to reflect the change in the PARTIES' cost share.
- d. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the Regional Board prior written notice thereof. The withdrawing PARTY shall be responsible for its entire share of the LRS development costs shown in Exhibit A. The effective date of withdrawal shall be the 6th day after COUNTY receives written notice of the PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 10. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this MOU, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(d).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU

will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
GAIL FARBER, Chief Engineer

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Deputy

Date

CITY OF ALHAMBRA

By _____
Mary Swink
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF MONTEBELLO

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF MONTEREY PARK

By _____
Paul Talbot
City Manager

_____ Date

APPROVED AS TO CONTENT AND FORM:

By _____
Karl H. Berger
Assistant City Attorney

CITY OF PASADENA

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF ROSEMEAD

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF SAN GABRIEL

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF SAN MARINO

APPROVED AS TO CONTENT:

By _____
John Schaefer
City Manager

APPROVED AS TO FORM:

By _____
Steve Dorsey, Esq.
City Attorney

CITY OF SOUTH EL MONTE

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF SOUTH PASADENA

By _____
Sergio Gonzalez
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
Evelyn G. Zneimer
City Clerk

APPROVED AS TO FORM:

By _____
Teresa L. Highsmith, Esq.
City Attorney

CITY OF TEMPLE CITY

By _____
Michael D. Forbes
Community Development Director

_____ Date

APPROVED AS TO CONTENT:

By _____
Bryan Cook
City Manager

APPROVED AS TO FORM:

By _____
Eric S. Vail, Esq.
City Attorney

EXHIBIT A

Rio Hondo and Tributaries Funding Contributions for LRS Implementation

Table 1. Contract Cost

TASK	DESCRIPTION	COST
Task 1	Non-stormwater Snapshot Monitoring/Screening	\$253,980.00
Task 2	Outfall Drainage Area Assessment	\$33,630.00
Task 3	LRS Development	\$85,230.00
Task 4	Prepare LRS Report	\$34,010.00
	Tasks 1-4 Sub-Total	\$406,850.00
Task 5	BMP Structural Controls and Concept Designs	\$98,050.00
	Tasks 1-5 Total	\$504,900.00

Table 2. Tasks 1 through 4 Cost Allocation Formula

CITY	PERCENT LAND AREA	LRS COST SHARE¹	ADMIN FEE (5%)	TOTAL
Alhambra	7.86 percent	\$28,780.57	\$1,439.03	\$30,219.60
Montebello	12.15 percent	\$44,489.05	\$2,224.45	\$46,713.50
Monterey Park	9.40 percent	\$34,419.51	\$1,720.98	\$36,140.49
Pasadena	21.22 percent	\$77,700.21	\$3,885.01	\$81,585.22
Rosemead	7.86 percent	\$28,780.57	\$1,439.03	\$30,219.60
San Gabriel	6.28 percent	\$22,995.16	\$1,149.76	\$24,144.92
San Marino	5.73 percent	\$20,981.25	\$1,049.06	\$22,030.31
South El Monte	3.79 percent	\$13,877.65	\$693.88	\$14,571.53
South Pasadena	0.43 percent	\$1,574.51	\$78.73	\$1,653.24
Temple City	6.13 percent	\$22,445.91	\$1,122.30	\$23,568.21
County UA	19.15 percent	\$70,120.61	\$0.00	\$70,120.61
LACFCD (10 percent Contribution)	0.00 percent	\$40,685.00	\$0.00	\$40,685.00
TOTAL	100.00 percent	\$406,850.00	\$14,802.23	\$421,652.23

Table 3. Task 5 Cost Allocation Formula

CITY	PERCENT LAND AREA	LRS COST SHARE¹	ADMIN FEE (5%)	TOTAL
Alhambra	7.86 percent	\$6,936.06	\$346.80	\$7,282.86
Montebello	12.15 percent	\$10,721.77	\$536.09	\$11,257.86

¹ LACFCD's share of contract cost is 10 percent of the total cost. The LRS Cost Share, therefore, shows this 10 percent amount for the LACFCD. The amount shown for the remaining PARTIES is calculated by multiplying the total cost for the Task(s) minus the LACFCD's share by the percent land area for each PARTY.

EXHIBIT A

Rio Hondo and Tributaries Funding Contributions for LRS Implementation

Monterey Park	9.40 percent	\$8,295.03	\$414.75	\$8,709.78
Pasadena	21.22 percent	\$18,725.59	\$936.28	\$19,661.87
Rosemead	7.86 percent	\$6,936.06	\$346.80	\$7,282.86
San Gabriel	6.28 percent	\$5,541.79	\$277.09	\$5,818.88
San Marino	5.73 percent	\$5,056.43	\$252.82	\$5,309.25
South El Monte	3.79 percent	\$3,344.49	\$167.22	\$3,511.71
South Pasadena	0.43 percent	\$379.45	\$18.97	\$398.42
Temple City	6.13 percent	\$5,409.41	\$270.47	\$5,679.88
County UA	19.15 percent	\$16,898.92	\$0.00	\$16,898.92
LACFCD (10 percent Contribution)	0.00 percent	\$9,805.00	\$0.00	\$9,805.00
TOTAL	100.00 percent	\$98,050.00	\$3,567.29	\$101,617.29

Table 4. Total Cost (Table 2 + Table 3)

CITY	TASKS 1-4	TASK 5	TOTAL
Alhambra	\$30,219.60	\$7,282.86	\$37,502.46
Montebello	\$46,713.50	\$11,257.86	\$57,971.36
Monterey Park	\$36,140.49	\$8,709.78	\$44,850.27
Pasadena	\$81,585.22	\$19,661.87	\$101,247.09
Rosemead	\$30,219.60	\$7,282.86	\$37,502.46
San Gabriel	\$24,144.92	\$5,818.88	\$29,963.80
San Marino	\$22,030.31	\$5,309.25	\$27,339.56
South El Monte	\$14,571.53	\$3,511.71	\$18,083.24
South Pasadena	\$1,653.24	\$398.42	\$2,051.66
Temple City	\$23,568.21	\$5,679.88	\$29,248.09
County UA	\$70,120.61	\$16,898.92	\$87,019.53
LACFCD (10 percent Contribution)	\$40,685.00	\$9,805.00	\$50,490.00
TOTAL	\$421,652.23	\$101,617.29	\$523,269.52

EXHIBIT B

Rio Hondo River and Tributaries Responsible Agency Representatives

AGENCY ADDRESS	AGENCY CONTACT
County of Los Angeles Department of Public Works Watershed Management Division, 5th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva Email: palva@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 5th Floor 900 South Fremont Avenue Alhambra, CA 91803	Terri Grant Email: tgrant@dpw.lacounty.gov Phone: (626) 458-4309 Fax: (626) 457-1526
City of Alhambra 111 South First Street Alhambra, CA 91801	David Dolphin Email: ddolphin@cityofalhambra.org Phone: (626) 300-1571 Fax: (626) 282-5833
City of Montebello 1600 West Beverly Boulevard Montebello, CA 90640	D Batson Email: dbatson@cityofmontebello.com Phone: (323) 887-1462 Fax: (323) 887-1464
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754	Amy Ho Email: amho@montereypark.ca.gov Phone: (626) 307-1383 Fax: (626) 307-2500
City of Pasadena P.O. Box 7115 Pasadena, CA 91109	Steve Walker Email: swalker@cityofpasadena.net Phone: (626) 744-4271 Fax: (626) 744-3823
City of Rosemead 8838 East Valley Boulevard Rosemead, CA 91770	Sean Sullivan Email: ssullivan@cityofrosemead.org Phone: (626) 569-2189 Fax: (626) 307-9218

EXHIBIT B

Rio Hondo River and Tributaries Responsible Agency Representatives

City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91776	Daren Grilley Email: dgrilley@sgch.org Phone: (626) 308-2806 Fax: (626) 458-2830
City of San Marino 2200 Huntington Drive San Marino, CA 91108	Lucy Garcia Email: lgarcia@sanmarinoca.gov Phone: (626) 300-0700 Fax: (626) 300-0709
City of South El Monte 1415 North Santa Anita Avenue South El Monte, CA 91733	Tony Ybarra Email: tybarra@soelmonte.org Phone: (626) 652-3163 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91030	Shin Furukawa Email: sfurukawa@southpasadenaca.gov Phone: (626) 403-7240 Fax: (626) 403-7241
City of Temple City 9701 Las Tunas Drive Temple City, CA 91780	Andrew J. Coyne Email: acoyne@templecity.us Phone: (626) 285-2171 Fax: (626) 285-8192

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